

**NON-PROFIT ORGANIZATION IMPACT FEE AGREEMENT WITH
WILDWOOD CHURCH OF CHRIST, INC.**

THIS NON-PROFIT IMPACT FEE AGREEMENT ("Agreement) is made and entered into this 11th day of January, 2011 ("Effective Date"), by and between **Church of Christ**, whose mailing address is 114 Cleveland Ave, Wildwood, FL 34785 and physical address is 114 Cleveland Ave., Wildwood, FL 34785, (hereinafter called "Developer"), and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 7375 Powell Road, Wildwood, FL 34785 (hereinafter called "County").

RECITALS

WHEREAS, on October 13, 2009, the County adopted Ordinance 2009-22, Ordinance 2009-23, and Ordinance 2009-24 to exempt qualified non-profit organizations from the County's Villages fire, Sumter fire, and road impact fees and for those impact fee funds to be reimbursed from the County's General Fund, and;

WHEREAS, the Developer applied for a building permit to construct a 3,870 square foot addition to the church (hereinafter called "Project"), and;

WHEREAS, Sumter fire impact fee for the Project is \$2,128.50, and the road impact fees are not applicable because the Project does add additional seating and;

WHEREAS, the Developer is a qualified non-profit organization that meets the definition of a private foundation or public charity under Section 26 U.S.C. 509 of the Internal Revenue Code of the United States and has provided the County with sufficient written proof of active, current nonprofit corporation status with the Florida Secretary of State and proper nonprofit status acquisition with the Internal Revenue Service;

WHEREAS, the Developer owns the land upon which the Project will be constructed;

WHEREAS, the Project is 3,870 gross square feet;

NOW THEREFORE, accepting the above recitals as true and incorporating them as if stated herein, and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

Section 1. Exemption and Reimbursement of Impact Fees

1. The Developer is exempt from the payment of \$2,128.50 in Sumter fire impact fees for the Project;
2. Consistent with the applicable ordinance fee schedules, the County shall transfer \$2,128.50 from the General Fund to the Sumter Fire Impact Fee Fund;

Section 2. Limitation of Impact Fee Exemptions

1. The Developer shall only utilize the Project for its own operations and may not lease or sell the Project or property for a period of three (3) years from the effective date of this agreement;
2. If any condition precedent to County payment stated herein is violated, through intentional acts or negligence by the Developer, the Developer shall reimburse the County's General Fund for the entire amount of the impact fees paid by the County.

Section 3. General Provisions

1. The effective date of this Agreement is the date upon which the Agreement is executed by the County;
2. Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and will be delivered by personal delivery, or when mailed by certified or registered mail, return receipt requested, addressed to the parties as follows:

DEVELOPER:
CHURCH OF CHRIST
Attn: Robert Grove
114 Cleveland Ave
Wildwood, FL 34785

COUNTY:
Sumter County
Attn: County Administrator
7375 Powell Road
Wildwood, FL 34785

3. The parties agree that venue and jurisdiction for any disputes arising out of this entire Agreement shall only be in a court of competent jurisdiction in Sumter County, Florida.
4. If any provision of this agreement shall be found inconsistent with state, local or federal law, that provision shall be considered severed and the remain provisions shall remain binding upon the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year above first written;

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

ATTEST:

Don Burgess, Chairman

Gloria Hayward, Clerk of Court

Approved as to Form
and Legal Sufficiency

Sumter County Attorney

CHURCH OF CHRIST

ATTEST:

Charles Wright
Sign Name

Charles Wright
Print Name

Robert Grove
Sign Name

Robert Grove
Print Name